



*State of Delaware*

*The Department of Services for  
Children, Youth and Their Families*

# RFP# CYF16-04

**Request for Proposals  
For Professional Services  
Bid under Title 29 Chapter 69 Section 6981**

**SERVICE COMPONENTS**

**Residential Alternatives to Detention**

**INFORMATIONAL BIDDERS CONFERENCE: Thursday June 30, 2016 at 10:00 am ET  
At the Multi-Purpose Facility #9 (this is not the Administration Building but nearby)**

**PROPOSALS DUE: Thursday July 28, 2016 by 2 pm ET**

**The RFP schedule is as follows:**

Submit all questions to H. Ryan Bolles, DSCYF Procurement Administrator, at [herbert.bolles@state.de.us](mailto:herbert.bolles@state.de.us) by **COB July 20, 2016** to ensure a response prior to proposal due date.

**Thursday  
June 30, 2016**

A bidders' conference will be held on **Thursday, June 30, 2016, at 10:00 a.m.** at:  
Delaware Youth & Family Center  
1825 Faulkland Road  
**Multi-Purpose Facility #9 (this is not the Administration Building but nearby)**

- No eating or drinking in this facility except water
- You must sign-in and out
- A security key card is required to access the employee restrooms

Wilmington, Delaware 19805

**While not mandatory attendance is strongly encouraged.**

**Thursday,  
July 28, 2016  
by 2:00 PM  
ET**

Please submit 1 original proposal marked "ORIGINAL". Please submit 7 copies of your proposal marked "COPY". Please submit **1 electronic copy of your proposal on CD, DVD or flash drive.**

Proposals **must** be **delivered by 2:00 PM ET on Thursday, July 28, 2016.**  
**Proposals arriving after 2:00pm ET will not be accepted.**

**You are encouraged to double-side copy/print your proposals. Binders are not necessary unless a staple or binder clip isn't possible.**

Express Courier or hand deliver the sealed bids as follows:

**PROPOSAL  
DELIVERY:**

State of Delaware  
Ryan Bolles, Grants and Contracts  
1825 Faulkland Road  
Wilmington, DE 19805

Although it is not recommended to ship by the US Postal Service, if this is your preferred delivery method, please address as follows:

State of Delaware  
Ryan Bolles, Grants & Contracts  
1825 Faulkland Road  
Wilmington, DE 19805

The proposing firm bears the risk of delays in delivery. The contents of any proposal shall not be disclosed to competing entities during the negotiation process.

As soon as possible

The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.

As soon as possible

Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

## OVERVIEW

The Department of Services for Children, Youth and Their Families (DSCYF), Division of Youth Rehabilitative Services (DYRS), is seeking qualified proposals for the provision of residential alternatives to secure detention for males and females within the jurisdictional age of the Delaware juvenile justice system.

DYRS provides community-based, residential, and aftercare supervision to youth in the State of Delaware who have been ordered by the court system to receive rehabilitative services. In DYRS, there are two (2) state run facilities that provide secure detention for pre-adjudicated males and females under the age of eighteen (18). These facilities offer twenty-four (24) hour custodial care with programming, recreation and appropriate education services provided by DSCYF education teachers. Planning is child-centered and family-focused and staff maintain contact with the family throughout the youth's length of stay. Certified providers offer medical, dental, and psychological services in the facilities.

DSCYF/DYRS is seeking three (3) facilities to provide residential alternatives to secure detention; one to accommodate a mixture of males and females up to ten (10) beds for youth residing in Kent County, one to accommodate a mixture of males and females up to ten (10) beds for youth residing in Sussex County, and one to accommodate a mixture of males and females up to ten (10) beds for youth residing in New Castle County. Although it is the intent to keep youth in closest proximity to their families, facilities may be required to accept youth who reside in any of the three (3) counties based on need and program capacity. Bidders may submit proposals for one (1) or more of these geographic areas. Bidder shall include in the proposal the address of any proposed facility sites and indicate expected availability.

DSCYF practices a seamless system of care philosophy that integrates the planning and delivery of services. The objective is to have an integrated service delivery system that ensures all children have safe, nurturing places to live and grow, views families as active partners in service delivery, builds on strengths in a culturally competent manner and provides informal supports and formal services to address the challenges these children and families face. Successful bidders should be able to demonstrate in their proposal that they understand the "System of Care" philosophy and describe their plans to integrate such philosophy into their service delivery. In a System of Care environment, it is expected that providers collaborate and partner with each other in order to leverage resources to better address children's needs from a systemic perspective.

Contracted residential alternatives to secure detention services are linked with the DSCYF "System of Care" philosophy and are targeted to provide services in the least restrictive, most appropriate setting possible. DSCYF recognizes that children with histories of abuse, neglect, abandonment, delinquency and other serious trauma exhibit a wide range of behavioral and emotional issues and needs. Bidders should describe their ability to develop a holistic approach with children and their families who may have complex and challenging needs across a broad range of issues and be able to demonstrate how they intend to accommodate a population which may include youth with a variety of high needs.

Successful proposals shall illustrate a program model designed to meet the needs of this population in line with DSCYF practice of serving youth in the least restrictive, residential setting with supervised access to the community. Proposals shall demonstrate familiarity with concepts and methodologies associated with juvenile justice approaches as well as confidentiality requirements, HIPAA regulations and other legal issues that require knowledge and consideration. Connections to Office of Juvenile Justice and Delinquency Prevention (OJJDP) principles, evidence-based models or practices, and research-based philosophies and methods are preferred and should be identified.

## **MISSION STATEMENT**

It is the mission of DSCYF to assist children, youth and families in making positive changes through services that support child and public safety, behavioral health and individual, family and community well-being.

## **BACKGROUND**

DE Code, Title 10, Chapter 9, Section 1007 states that:

- a. Pending adjudication no child alleged to be delinquent may be placed in secure detention operated by the Department of Services for Children, Youth and Their Families unless the Court determines that no means less restrictive of the child's liberty gives reasonable assurance that the child will attend the adjudicatory hearing and:
  - 1) The child is a fugitive from another jurisdiction on a delinquency petition; or
  - 2) The child is charged with an offense, which, if committed by an adult would constitute a felony, including offences contained within this title, Title 11, and Chapter 47 of Title 16, the Uniform Controlled Substance Act; or
  - 3) The child is charged with an offense, which, if committed by an adult would constitute a Class A misdemeanor, provided that offense involved violence, a sexual offense, unlawful imprisonment, or a weapons offense; or
  - 4) The child has, in the past, failed to appear at a delinquency hearing and circumstances indicate the child will likely fail to appear for further proceedings, or, absent a prior history of failure to appear, circumstances demonstrate a substantial probability that the child will fail to appear at a subsequent hearing; or
  - 5) The child is alleged to be intimidating 1 or more witnesses or otherwise unlawfully interfering with the administration of justice; or
  - 6) The child has escaped from a secure or nonsecure detention facility, or has demonstrated a pattern of repeated failure to comply with court-ordered placement pursuant to a delinquency petition in an out-of-home residential or foster care setting; or
  - 7) The child has incurred new charges while a resident, as a result of a prior delinquency petition, of a nonsecure detention facility, out-of-home residential or foster care setting and the parent, guardian, custodian or facility refuses to take custody of the child; or
  - 8) The child has breached a condition of release; or
  - 9) Having been released pending adjudication on prior charges for which the child could have been detained, the child is alleged to have committed additional changes on which the child would not normally be permissibly held in secure detention under this section.

Prior to making a decision of secure detention pending adjudication the Court shall consider and, where appropriate, employ any of the following alternatives:

- 1) Release on the child's own recognizance;
- 2) Release to parents, guardian, custodian or other willing member of the child's family acceptable to the Court;
- 3) Release on bail, with or without conditions;
- 4) Release with imposition of restrictions on activities, associations, movements and residence reasonably related to securing the appearance of the child at the next hearing;

- 5) Release to a non-secure detention alternative developed by the Department of Services for Children, Youth and Their Families such as home detention, daily monitoring, intensive home base services with supervision, foster placement, or a non-secure residential setting.

In line with DE Code, Title 10, Chapter 9, Section 1007 DSCYF has contracted with community agencies to provide pretrial alternative to detention services including residential alternatives to secure detention since 1990. These services have been provided in group settings for males only, females only or mixed gender. These services have also been provided in foster home settings. In late 2002 DSCYF partnered with the Annie E. Casey Foundation in the Juvenile Detention Alternatives Initiative (JDAI) to examine issues of juvenile detention. The Annie E. Casey Foundation indicates the focus of JDAI is on the juvenile detention component of juvenile justice systems because youth are often unnecessarily or inappropriately detained at great expense, with long-lasting negative consequences for both public safety and youth development. JDAI reports its goals as promoting changes in policies, practices and programs to reduce reliance on secure confinement; improve public safety; reduce racial disparities and bias; save tax payers' dollars and stimulate overall juvenile justice reforms.

The Delaware JDAI initiative began its impact on detention populations in 2003 and continues to date through the Juvenile Justice Collaborative. This long standing multi-agency collaborative has cultivated a strong commitment to appropriate use of detention also to the development and utilization of a full and graduated continuum of alternatives to detention including residential settings. DYRS closely monitors utilization of contracted residential alternatives to detention via the DSCYF data system, FACTS (Family and Child Tracking System). FACTS data on the following page offers information to demonstrate recent patterns of utilization for residential alternatives to detention.

## PROGRAM UTILIZATION STATISTICS

### Fiscal Year 2014 Residential Alternatives to Secure Detention Capacity/Utilization Data by facility location

<b>WILMINGTON</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Occupied up to 10	283	256	288	276	187	178	260	247	281	287	283	249	3075
Capacity/Maximum (based on 10)	310	310	300	310	300	310	310	280	310	300	310	300	3650
<b>% Utilization (based on 10)</b>	91%	83%	96%	89%	62%	57%	84%	88%	91%	96%	91%	83%	<b>84%</b>
<b>TOWNSEND</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Occupied up to 10	286	210	265	300	206	196	282	247	278	269	287	281	3097
Capacity/Maximum (based on 10)	310	310	300	310	300	310	310	280	310	300	310	300	3650
<b>% Utilization (based on 10)</b>	92%	68%	88%	97%	69%	63%	88%	88%	90%	90%	93%	94%	<b>85%</b>

<b>MILFORD</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Occupied up to 10	265	191	211	236	171	123	181	238	262	269	251	266	2664
Capacity/Maximum (based on 10)	310	310	300	310	300	310	310	280	310	300	310	300	3650
<b>% Utilization (based on 10)</b>	85%	62%	70%	76%	57%	40%	58%	85%	85%	90%	81%	89%	<b>73%</b>

**Fiscal Year 2015 Residential Alternatives to Secure Detention Capacity/Utilization Data by location**

<b>WILMINGTON</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Occupied up to 10	233	285	218	290	248	264	228	242	270	212	292	278	3060
Capacity/Maximum (based on 10)	310	310	300	310	300	310	310	280	310	300	310	300	3650
<b>% Utilization (based on 10)</b>	75%	92%	73%	94%	83%	85%	74%	86%	87%	71%	94%	93%	<b>84%</b>
<b>TOWNSEND</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Occupied up to 10	247	251	283	293	242	222	187	203	232	219	243	221	2843
Capacity/Maximum (based on 10)	310	310	300	310	266	248	248	224	248	240	248	240	3192
<b>% Utilization (based on 10)</b>	80%	81%	94%	95%	91%	90%	75%	91%	94%	91%	98%	92%	<b>89%</b>
<b>MILFORD</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
Occupied up to 10	287	220	242	286	195	145	179	185	223	221	194	219	2596
Capacity/Maximum (based on 10)	310	310	300	310	266	248	248	224	248	240	248	240	3192
<b>% Utilization (based on 10)</b>	93%	71%	81%	92%	73%	58%	72%	83%	90%	92%	78%	91%	<b>81%</b>

\* Bed space was temporarily reduced from ten (10) beds to eight (8) beds beginning 11/14/14.

**Fiscal Year 2016 (through March 31, 2016) Residential Alternatives to Secure Detention  
Capacity/Utilization Data by facility location**

<b>WILMINGTON</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	<b>Totals</b>
Occupied up to 10	220	217	213	166	182	213	241	223	172				1847
Capacity/Maximum (based on 10)	310	310	300	310	290	309	310	280	310				2739
<b>% Utilization (based on 10)</b>	71%	70%	71%	54%	63%	69%	78%	77%	55%				<b>67%</b>

\* Bed space was temporarily reduced to nine (9) for ten (10) days in November and one (1) day in December.

**Fiscal Year 2016 (through March 31, 2016) Residential Alternatives to Secure Detention  
Capacity/Utilization Data by facility location cont'd**

<b>TOWNSEND</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	<b>Totals</b>
Occupied up to 10	236	200	213	193	224	89	186	103	201				1645
Capacity/Maximum (based on 10)	248	248	240	310	300	310	310	280	310				2566
<b>% Utilization (based on 10)</b>	95%	81%	89%	62%	75%	29%	60%	36%	65%				<b>64%</b>
<b>MILFORD</b>	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	<b>Totals</b>
Occupied up to 10	219	240	187	193	227	147	124	193	235				1765
Capacity/Maximum (based on 10)	248	248	240	310	300	310	310	280	310				2566
<b>% Utilization (based on 10)</b>	88%	81%	89%	62%	75%	29%	60%	36%	65%				<b>64%</b>

\* Bed space was temporarily reduced from 10 beds to 8 beds through September 31, 2015.

**TARGET POPULATION**

The goal of residential alternatives to detention is to serve males and females within the jurisdictional age of Delaware's juvenile justice system. Youth included in this population are youth who have been arrested and court ordered to be placed in a supervised, temporary, residential and educational program pending their adjudication and/or dispositional court hearing. The service is designed for youth who meet the secure detention criteria listed in DE Code, Title 10, Chapter 9, Section 1007 as outlined above. Some youth will also be under DYRS supervision for prior adjudications of delinquency. The desired program shall provide Shelter services for Department youth referred for Administrative Holds, Aftercare Revocations, Violations of Probation and other adjudicated offenses.

Successful bidders will also be expected to assist DSCYF by providing temporary supervision for certain youth who have been arrested and do not meet the legal criteria for residential alternatives to detention but

have no place to go, often because their guardians cannot be located or refuse to pick them up at the initial hearing. During normal business hours, these situations are addressed by DSCYF per Policy 209 found at: <http://kids.delaware.gov/policies/dscyf/dsc209-Department-Services-Coordination.pdf> .

Successful bidders must ensure compliance with DSCYF Policy 203 Mixing of Youth Charged with or Adjudicated of Specific Offenses with Dependent or Neglected Children in Residential Facilities which prohibits the mixing of delinquents and non-delinquents in residential facilities except under certain circumstances. DSCYF Policy 203 may be found at: <http://kids.delaware.gov/policies/dscyf/dsc203-Mixing-of-Youth.pdf> .

During evening and weekend hours however, DSCYF staff or other referring agency staff availability is limited. Successful bidders shall provide capacity for transporting and temporarily “holding” these youth until Division of Family Services staff, DSCYF’s child welfare division, can arrive and take charge of the child, typically within four (4) hours or less. Abbreviated intake, documentation, and management procedures will apply. Specific bed space for these isolated cases is not required within the scope of this RFP. Bidders should document their ability to provide this temporary supervision and specify a separate, per child rate for serving this special population.

**Fiscal Year 2014 through March 31, 2016 reflected an average age at admission of fifteen (15) years of age and an average length of stay of fifteen (15) days. The table below demonstrates the age and gender breakdown for this time period.**

7/1/13 - 3/31/16			
Age Range	Female	Male	Total
10-13	16%	14%	14%
14-16	66%	56%	59%
17-18	17%	28%	25%
Over 18	1%	2%	1%

Youth will be screened and referred by outside professionals including staff from various area courts and DSCYF personnel. As indicated below, referrals will arrive twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) days per year and will include such information about the youth, family and legal status as is available at the time. All non-secure detention admissions will be via court order. It is the expectation of DSCYF/DYRS that all youth referred will be accepted. While allowable, declined referrals or youth ejection during the service period for reasons of safety to self or safety to others should occur infrequently. Bidders will note performance standards relative to this expectation outlined in the Performance Measures section. It should be noted that the required bail modification procedure to have a court ordered youth removed from the facility is a court driven process and not under the control of DSCYF.

## **PROGRAM ELEMENTS**

The desired program shall be a site-based twenty-four (24) hour, seven (7) day per week unlocked facility in which youth are supervised with three (3) shifts of awake staff. Education or vocational training shall be provided in another setting (typically current school of registration unless prohibited from returning to school). Youth shall receive multiple services which should appear on a treatment/service plan.



Service components should include but not be limited to:

- Education (as coordinated by DSCYF/Division of Management Support (DMSS) Education Liaison);
- Individual counseling;
- Supervised daily living;
- Supervised recreational activities;
- Medical services including nursing; and
- Clinical staff available for consultation and intervention (e.g. physicians including psychiatrists and psychologists).

Principles of the Program should include:

- A program model supporting trauma-informed care;
- Cultural and linguistic competent services;
- Staff trained in the areas of gender and racial sensitivity, support for religious beliefs and customs, acceptance of sexual preferences by youth, etc.; and
- Trained, supervised staff specializing in some aspect of rewards-based behavior management system behavior change.

### Licensing

DSCYF/DFS/Office of Child Care Licensing DELACARE regulations and requirements can be found at [http://extranet.kids.state.de.us/kids/dfs\\_home.shtml](http://extranet.kids.state.de.us/kids/dfs_home.shtml). Note that Bidders must be licensed by Office of Child Care Licensing at the time of the contract execution, but licensing is not required at the time of proposal submission.

### Program Requirements

- Be available to admit youth, some with complex needs (drug/alcohol issues, mental health, behavioral issues), twenty-four (24) hours a day, seven (7) days a week, three-hundred and sixty-five (365) days per year;
- Provide a safe, residential environment for youth in accordance with applicable Delacare licensure requirements;
- Supervise youth at all times with the exception of approved off-site activities (i.e. school, work, counseling etc.);
- Have a comprehensive policy and procedural manual for staff and residents including a grievance process for residents. Bidders should be prepared to provide specific policies on request of the RFP proposal review panel; and
- Provide transportation\* for the following:
  - To and from the program for admission and discharge. Providers must document their ability to immediately dispatch staff for admission pick up as services are required to be immediately accessible upon referral 7 days per week, 24 hours per day, 365 days per year. Please note referrals may come from all three (3) counties for all program sites.
  - To and from medical, dental, counseling sessions, appointments for evaluative purposes, court appearances, employment and/or employment related training activities and other reasonably required appointments or emergency visits as needed;
  - To and from educational program or school;
  - For recreational or educational outings;
  - Additional transportation for program activities when necessary.

\* Budgets may include the cost of subcontracted transportation services to minimize impact to facility staff ratios

In addition to the above requirements proposals should describe:

- The program's evidence based/best practice behavioral model (e.g. Cognitive Behavioral Therapy);
- The physical building from which the residential alternative to detention program will operate including all security measures (e.g. window alarms, door alarms, security cameras, etc.);
- The admission/intake process (e.g. medical screening, personal property inventory, etc.)
- Plans to ensure that each youth receives timely linkage and appropriate educational services through a local educational agency;
- The case management services offered including referrals, coordination of services, goal setting and a clear and documented service plan;
- The program's ability to provide for continuity of medical care for existing conditions, quality medical/dental case management and oversight (cost of medical/dental treatment itself should NOT be included in bidder's proposed budget as these costs will be managed separately);
- The program's ability to provide adequate oversight with administration of medication for youth on prescription and non-prescription medication in line with Delacare Regulations;
- Plans to conduct or obtain an appropriate physical examination for referred youth within seventy two (72) hours of their arrival (unless appropriate documentation is present demonstrating a physical examination has been completed within the last 12 months);
- Plans for drug screens at admissions;
- The daily schedule with programming. Daily scheduling should teach responsible behavior and engage youth, not provide for excessive idle time. Curriculum/programming should include, but should not be limited to, gender specific programming for each gender; life skills and pro-social behavior skills; cultural activities such as field trips, museum visits and recreational programs; access to activities to enhance learning (computers, educational software, literature);
- The concept or policy for residents' attire;
- Provisions for limited English proficiency populations;
- The physical documentation (i.e. progress reports, discharge summaries, treatment plans) that will be provided to DYRS;
- Youth and family contact schedules for visits and phone contact; and
- Plans for communication between agency and parent(s).
- Note: The ability to accept special populations (fire setters, youth charged with inappropriate sexual behavior, pregnant clients, cognitive disabilities etc.) should be identified.

### Education

Successful bidders will coordinate with the DMSS Education Liaison to enroll youth in their home school or a school identified as appropriate to meet the educational needs of the youth when the placement necessitates a move from one school to another. Successful bidders shall transport youth to their home school when possible and practical, which is defined generally as one hour or less each way. When a move to a new school is required successful bidders shall support the DMSS Education Liaison in their efforts to:

- Contact school authorities and set an appointment within two (2) working days of placement to arrange the youth's enrollment;
- Monitor the youth's progress and initiate or attend conferences as deemed necessary;
- Attend and participate in the youth's Individual Educational Placement (IEP) reviews;
- Attempt to place the youth in his home school district whenever possible; and

- Provide the new school with all necessary records required for enrollment.

For youth identified as disabled according to Federal and State Regulations (Individuals with Disabilities Education Act (IDEA)) and Section 504 of the Rehabilitation Act of 1973 as amended the successful bidder shall support the DMSS Liaison's efforts initiate and participate in an IEP or 504 meeting with the local education agency (LEA) to review and revise the youth's current IEP according to State Special Education Regulations and ADA requirements.

Youth identified as special education students or under the age of sixteen (16) who cannot be enrolled in an educational program and/or are unable to attend their home school for any reason are required to participate in educational services provided by DSCYF teachers under a Homebound Instructional Model.

### Staffing Ratios

Proposed program models must at minimum demonstrate direct care staff to client ratios in accordance with Delacare requirements. However, bidders should not feel prevented from proposing a staff ratio that exceeds Delacare requirements if this is thought to be necessary to safely manage and accommodate a population which may include youth who present with a range of complex and high needs. Proposals should offer specifics on the intended staff to student ratios planned. Staff training will likely also be a factor in staff ratio determination.

### Staff Education/Training/Credentials

Successful bidders shall hire and train appropriately educated and/or experienced staff as per Delacare suitable for carrying out goals and outcomes as outlined in the proposal. Proposals should include the educational level, related experience and minimum qualifications for each staff position designated for the program. Proposals should also include a brief description of responsibilities for each position.

Staff, volunteers, interns, and other personnel working with youth under the anticipated contract developed from this RFP must meet Delacare requirements for employability. These may be reviewed at [http://kids.delaware.gov/docs/occl\\_regs\\_crim.doc](http://kids.delaware.gov/docs/occl_regs_crim.doc).

Proposals should include specifics related to staff training curriculum, new hire requirements before beginning work directly or unsupervised with youth, annual training to maintain certifications and/or based upon new events or procedures. Bidders should offer detail on plans for regular staff meetings and staff scheduling as it pertains to number of hours in a work week.

### Operating Guidelines

Successful bidders will be required to follow all requirements as indicated in the DSCYF Operating Guidelines for Contracted Client Programs and Services located at: [http://www.kids.delaware.gov/mss/mss\\_contracts.shtml](http://www.kids.delaware.gov/mss/mss_contracts.shtml) in the Legally Binding Contract Documents section.

## **FUNDING**

### Total Available Funding

Rather than DSCYF identifying a specific available funding amount, bidders are encouraged to submit budgets to support a program serving a high turnover, high need population. Successful bidders must accept

full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

#### Method of Compensation

DSCYF will enter into a cost-reimbursable contract with successful bidders to provide the services stipulated in this RFP for the initial contract period. This means a successful bidder is reimbursed for monthly costs the following month. Proposals shall include a **separate** completed 12-month DSCYF Budget Form, Salary Detail and a supporting Budget Narrative which describes calculations made to obtain the amounts on the DSCYF Budget Form **for each proposed residential service location as well as a single consolidated set of 12-month budget documents inclusive of all proposed residential service locations proposed by the bidder**. This will allow the panel to make individual residential site awards, but also see the advantage of combined awards. The required Excel Budget Form, Salary Detail Form in Excel format and instructions to complete both are available online where this RFP is posted.

#### Estimated Number of Awards

Multiple residential site locations are required (upstate and downstate) to ensure statewide residential services are available. The number of awards will depend on the number and scope of responsive proposals received and the strategy employed by DSCYF to ensure geographic coverage.

#### Length of Award Period

RFP award period will be for up to five (5) years. The initial contract period is targeted to begin as soon as successful bidders can accept youth. Contract continuation is contingent upon available funding, along with bidder compliance with all terms and conditions of the contract. Subsequent contracts will begin on July 1<sup>st</sup> and will be renewed at the discretion of DSCYF contingent upon satisfactory performance, annual utilization and the availability of funds. Subsequent contracts may be written for multi-year periods with provider agreement. DSCYF reserves the right to reject all proposals if deemed advantageous.

#### Program Start-Up

Each bidder shall indicate in the proposal when it anticipates the ability to accept youth at each proposed facility.

### **CONTRACT MONITORING**

Successful bidders must work with DSCYF to provide required reports and documentation of service. Internal review and evaluation of the program is the responsibility of the successful bidders. Successful bidders will submit bi-annual written reports to DYRS with documentation of performance measures outlined in this RFP and/or contract. Failure to submit reports may result in delay/denial of payment.

DYRS will conduct fiscal and program audits and provide consultation to assure quality services and efficient utilization. DYRS agrees to notify the contractor of any deficiencies or concerns and will discuss corrective actions that may be needed.

Per the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), successful bidders shall comply with all applicable PREA Standards and any DSCYF Policies or Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DSCYF contracted or subcontracted Facilities/Programs/Offices. In addition to "self-monitoring requirements" and submission to PREA state or federal audits, successful bidders will allow DSCYF announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with

PREA, including PREA Standards and DSCYF PREA related policies or standards, may result in a loss of business until the provider comes into compliance with PREA standards and/or subsequent contract termination.

## PERFORMANCE MEASURES

Data for outcome performance measures will be collected from multiple sources which may include but will not be limited to review of DSCYF Reportable Event Reports, DSCYF staff, client and parent interviews/surveys, site reviews/inspections and interaction with the successful bidder's licensing authorities. DSCYF staff will have regular contact with youth, parents and contractors to monitor client safety during program participation. In addition, the following outcome performance measures will apply to residential alternatives to secure detention.

BENCHMARK	MEASURE
The CONTRACTOR will provide a safe environment.	<ul style="list-style-type: none"> <li>Number of institutional abuse follow-up reports/findings will be tracked by provider and submitted to DSCYF on a scheduled basis for DSCYF review</li> <li>Applicable instances of other Reportable Event types may also be used to measure this benchmark</li> </ul>
<p>Contractors will provide a safe environment for youth while in care by preventing AWOLs from the facility and maintaining custody of youth admitted to the facility.</p> <p>AWOLs should not exceed 5% of total youth served during the fiscal year.</p>	<ul style="list-style-type: none"> <li>CONTRACTOR will provide a quality assurance structure and process to maintain safety and quality of care.</li> <li>CONTRACTOR will report to DSCYF AWOLs utilizing the Reportable Event reporting standards.</li> <li>AWOLs will be tracked per fiscal year and reported on a scheduled basis to DSCYF.</li> </ul>
100% of residents will receive timely linkage and appropriate educational services through the Local Education Agency (LEA) or Homebound instruction model.	<ul style="list-style-type: none"> <li>Provider reports to DSCYF on a scheduled basis including admission data with linkage outcomes.</li> </ul>
100% of youth will receive continuity of medical care, quality medical case management and oversight as evidenced by:	<ul style="list-style-type: none"> <li>Compliance with Delacare requirements for nursing coverage and accessibility of nursing services for youth admitted for more than twenty-four (24) hours to provide an appropriate level of medical care/treatment in a timely manner.</li> <li>Prescriptions are filled in a timely fashion.</li> <li>Appropriate documentation of medicine dispensation.</li> <li>Accurate and current information including medication and other medical, emotional and behavioral information is transferred with the youth to the receiving placement/home for all discharged youth via the Transfer Instruction Sheet. CONTRACTOR compliance will be monitored by DSCYF.</li> </ul>

BENCHMARK	MEASURE
100% of residents receive medication as prescribed.	<ul style="list-style-type: none"> <li>• Number of medication lapses reported to DSCYF via Reportable Event reports. Reportable Event reports will be tracked by provider and submitted to DSCYF on a scheduled basis.</li> </ul>
All eligible referred youth will be accepted by CONTRACTOR.	<ul style="list-style-type: none"> <li>• Events of declined referrals will be tracked by the CONTRACTOR and reported to DSCYF on a scheduled basis. 95% of youth referred to the program will be accepted.</li> </ul>
CONTRACTOR will establish a baseline program completion rate with a goal of 95% completion of the program. Completion is defined as youth exiting the program without going AWOL or being ejected.	<ul style="list-style-type: none"> <li>• The CONTRACTOR will report all instances of police involvement utilizing the contractual Reportable Event reporting standards.</li> <li>• The CONTRACTOR will track police involvement events and report to DSCYF on a scheduled basis.</li> <li>• The CONTRACTOR will report all instances of ejections prior to the event and submit reports to DSCYF on a scheduled basis.</li> <li>• The CONTRACTOR will report the number of youth discharged each month according to the following discharge situations / destinations: <ul style="list-style-type: none"> <li>○ Home</li> <li>○ Detention Center</li> <li>○ AWOL</li> <li>○ Other residential programs</li> </ul> </li> </ul>
<p>Health Screening:</p> <p>All youth entering the program shall receive a brief health screening during admission to the CONTRACTOR'S facility. This screening can be conducted by medical or program staff.</p>	<ul style="list-style-type: none"> <li>• Health screenings will be maintained in each resident file. DSCYF will monitor for compliance.</li> </ul>
<p>Physical exam:</p> <p>Delacare regulations state that all youth entering the program must have a current (within the previous 12 months) physical examination.</p>	<ul style="list-style-type: none"> <li>• The CONTRACTOR shall request documentation of this physical examination from the referral source and shall maintain this documentation in the youth's case file.</li> <li>• In the event that a youth has not had a recent physical examination, or if it cannot be documented that such an examination has occurred within the previous twelve (12) months, the CONTRACTOR shall make every effort to schedule and obtain a physical examination as part of the admission process.</li> <li>• DSCYF will monitor for compliance.</li> </ul>

## PROPOSAL SCORING CRITERIA

Each proposal will be scored using the following criteria:

1. **Organizational capacity and capability to meet requirements to provide service described (ie. Staffing, financial condition, etc) (15%)**
  - Does the bidder's organization have the capacity to carry out the program proposed?
  - Does the bidder's organization have the required infrastructure to support the program proposed?
2. **Service Delivery/Program Methods (25%)**
  - Has the bidder proposed an evidenced based/best practice behavioral model (e.g. Cognitive Behavioral Therapy)?
  - Are the mechanisms described for providing the required service timely and consistent?
  - Has the bidder clearly described a least restrictive residential model?
  - Has the bidder identified any required outside subcontracted support (e.g., medical and clinical professionals)?
  - Has the bidder demonstrated an understanding of the target population (e.g., recognize importance of a trauma informed care approach)?
  - Has the bidder indicated willingness to accept "special populations" (e.g., fire setter youth charged with inappropriate sexual behavior, pregnant clients, cognitive disabilities etc.)?
  - Is the proposed staff ratio consistent with youth needs?
3. **Service Delivery/Program Monitoring and Evaluation (20%)**
  - Does the proposal contain adequate procedures for maintaining a safe environment for youth?
  - Does the proposal adequately describe the agency's procedures for preventing youth from going AWOL or program ejection?
  - Does the proposal adequately describe the agency's procedures for preventing youth from acquiring additional charges?
4. **Experience/Demonstrated Ability and Reputation (15%)**
  - History of the organization with DSCYF and/or other State agencies (ie. accessibility, responsiveness, and effectiveness).
5. **Budget (25%)**
  - Is the budget submitted on the Department's format (Budget, Budget Narrative, and Salary Schedule)?
  - Is the budget reasonable; i.e., can the objectives be accomplished with the funding requested?
  - Has the bidder clearly explained the cost of the budget items?
  - Has the bidder secured matching funds (*in-kind or cash assistance*) to support the project?
  - Is the proposed budget competitive compared to other proposed budgets or the known market?

## **PROPOSAL CONTENT REQUIREMENTS**

Bidder must complete, include or provide all of the following items:

1. Completed Bidder Fact Sheet found below and **online with this RFP in MS Word** for easy editing
2. Copy of bidder's current Commercial Liability insurance certification
3. Signed "Assurances" document found below
4. Signed "Certifications, Representation, and Acknowledgements" document found below
5. Completed "Employing Delawareans Report" document found below
6. Description of the agency including mission and vision statements
7. Comprehensive Program Narrative responsive to RFP requirements above
8. Detailed proposed budget(s) for each proposed service location and a cumulative budget submitted on DSCYF **forms available online with this RFP in MS Excel format** for easy editing



## **APPENDIX A – Bidder Forms and Instructions**

### ***Submission Instructions***

*Failure to follow Departmental procedures may disqualify a bidder's organization.*

#### **I. FORMAT**

Proposals should be printed on 8 1/2" x 11" paper. To be considered all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the panel. Binders, color graphics and extensive attachments are unnecessary. Double-side copying is strongly encouraged.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

Bidders may be called, only at the discretion of the Department, for an interview concerning their proposal. The State reserves the right to reject any non-responsive or non-conforming proposals.

#### **II. QUESTIONS**

All questions regarding this request should be directed to H. Ryan Bolles at [Herbert.Bolles@State.DE.US](mailto:Herbert.Bolles@State.DE.US) or 302-633-2701. Questions will be forwarded to the appropriate DSCYF program administrators. Updates and answers to significant content questions will be posted on the State's solicitation web site [www.bids.delaware.gov](http://www.bids.delaware.gov). It is the bidder's responsibility to check the website for updates to this RFP.

#### **III. ETHICS LAW RESTRICTIONS**

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

#### **IV. PROPOSALS BECOME STATE PROPERTY**

All proposals become the property of the State of Delaware and will not be returned to the contractor. Proposals to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

#### **V. RFP AND FINAL CONTRACT**

The contents of the RFP may be incorporated into the final contract and become binding upon the successful bidder. If the bidder is unwilling to comply with the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

## **VI. PROPOSAL AND FINAL CONTRACT**

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for ninety (90) days after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

## **VII. MODIFICATIONS TO PROPOSALS**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

## **VIII. COST OF PROPOSAL PREPARATION**

All costs of proposal preparation will be borne by the bidding contractor. All necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be provided by the contractor at his/her own expense.

## **IX. EVALUATION REQUIREMENTS AND PROCESS**

The Proposal Review Committee shall determine the firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee may interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the contracting Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982 to award a contract to the successful firm in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one firm, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum percentage of points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the Proposal Review Committee.

The Proposal Review Committee reserves the right to:

- Select for contract or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all contractors during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time. The Department reserves the right to contract with more than one vendor.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

## **X. REJECTION OF PROPOSALS**

DSCYF reserves the right to reject any/all proposals received in response to this RFP. Any information obtained will be used in determining suitability of proposed support.

Any proposal called "not accepted" will mean that another proposal was deemed more advantageous or that all proposals were not accepted. Respondents whose proposals were not accepted will be notified as soon as a selection is made, or if it is decided, that all proposals are not accepted.

Any proposal failing to respond to all requirements may be eliminated from consideration and declared not accepted.

The proposal must conform to the requirements as stated in the RFP. The State specifically reserves the right to waive any informalities or irregularities in the proposal format.

## **XI. RESERVED RIGHTS OF THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES**

- Notwithstanding anything to the contrary, the Department reserves the right to:
- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest costs
- Waive or modify any information, irregularities, or inconsistencies in proposals received
- Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified
- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
- Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.

## **XII. STANDARDS FOR SUBCONTRACTORS**

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department of Services for Children, Youth and Their Families.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

### **XIII. CONTRACT TERMINATION CONDITIONS**

The State may terminate the contract resulting from this RFP at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this request and the resulting proposal.

The State shall provide the Contractor with 15 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

### **XIV. NON-APPROPRIATION**

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

### **XV. FORMAL CONTRACT AND PURCHASE ORDER**

The successful firm shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

### **XVI. INDEMNIFICATION**

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

### **XII. LICENSES AND PERMITS**

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

### **XIII. INSURANCE**

Bidder recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to

or death of any and all persons, or injury to any and all property, of any nature, arising out of the bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

The bidder shall maintain at its own cost for the term of any resulting contract and all extensions such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the Department of Services for Children, Youth and Their Families.

During the term of any resulting contract, the successful bidder will, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful bidder must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of DSCYF clients or staff, the successful bidder shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$1,000,000 per occurrence / \$3,000,000 aggregate
b.	Automotive Property Damage (to others)	\$25,000

The bidder shall provide a Certificate of Insurance (COI) as proof that the bidder has the required insurance. The COI shall be provided prior to DSCYF prior to any work being completed by the awarded bidders(s).

The Department of Services for Children, Youth & Their Families shall be named as an additional insured.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

#### **XIX. NON-DISCRIMINATION**

In performing the services subject to this RFP, the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

#### **XX. COVENANT AGAINST CONTINGENT FEES**

The successful firm warrants that no person or selling agency has been employed or retained to solicit or

secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **XXI. CONTRACT DOCUMENTS**

The RFP, the Purchase Order, and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Contract Amendments, RFP, Purchase Order and Vendor Proposal. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

#### **XXII. APPLICABLE LAW**

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

#### **XXIII. SCOPE OF AGREEMENT**

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

## **BIDDER FACT SHEET**

**Place as Top Page of Proposal**

RFP Title: CYF 16-04 Residential Alternatives to Detention

Total Amount of Consolidated Budget(s): \$ \_\_\_\_\_

Indicate all proposed residential location(s) and individual budget amount:

<input type="checkbox"/> #1: <u>City of Wilmington</u>	\$ _____	<input type="checkbox"/> #3: <u>Kent County</u>	\$ _____
<input type="checkbox"/> #2: <u>Remainder of NCC</u>	\$ _____	<input type="checkbox"/> #4: <u>Sussex County</u>	\$ _____

CORPORATE INFORMATION	
Indicate the type of business bidder is or proposes to be if yet to be formed:	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership <span style="margin-left: 100px;"><input type="checkbox"/> Individual</span>
Bidder Name: _____	
Office Address: _____ _____ _____	
Contact Person: _____	
Office Phone #: _____	
Cell Number: _____	
E-mail Address: _____ _____	

	Certification type(s)	Circle all that apply
<b>COMPANY CLASSIFICATIONS:</b>  <b>CERT. NO.:</b> _____	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

Vendor EI#: \_\_\_\_\_ Delaware Business License#: \_\_\_\_\_  
(Not required to bid)

A Delaware Business License is not required to bid, but is required before the time of contract signing if the contractor operates within the State of Delaware. This requirement is waived for non-profits.

**PLEASE SIGN THIS AND SUBMIT WITH THE PROPOSAL**

**ASSURANCES**

The bidder represents and certifies as a part of this offer that:

The organization will complete or provide any information necessary for enrollment in Medicaid requested by the Department, concerning, but not limited to, such areas as licensure and accreditation, Medicaid rates paid by other states for services provided by the organization, the usual and customary charges for medical services, and/or past sanctioning by the Centers for Medicare and Medicaid Services (CMS).

The organization will maintain records, documents, and other required evidence to adequately reflect the service under contract.

The organization agrees to maintain or to make available at a location within the State, such records as are necessary or deemed necessary by the Department to fully disclose and substantiate the nature and extent of items and services rendered to the Department clients, including all records necessary to verify the usual and customary charges for such items and services. Organizations that show cause may be exempted from maintaining records or from making such records available within the State.

The organization understands that all records shall be made available at once and without notice to authorized federal and state representatives, including but not limited to Delaware's Medicaid Fraud Control Unit, for the purpose of conducting audits to substantiate claims, costs, etc., and to determine compliance with federal and state regulations and statutes.

The organization shall retain medical, financial, and other supporting records relating to each claim for not less than five (5) years after the claim is submitted.

The organization will maintain accurate accounts, books, documents, and other evidentiary, accounting, and fiscal records in accordance with established methods of accounting.

In the event that the Contract with the organization is terminated, the organization's records shall remain subject to the Department's regulations.

The organization will physically secure and safeguard all sensitive and confidential information related to the service given. This includes service activities and case record materials.

The organization shall comply with the requirements for client confidentiality in accordance with 42 U.S.C. 290 and/or 290 cc-3.

The organization will cooperate with designated program monitors, consultants, or auditors from the Department of Services for Children, Youth and Their Families or the Criminal Justice Council in connection with reviewing the services offered under contract.

The organization will comply with all applicable State and Federal licensing, certification, and accreditation standards, including the Department's Generic Program Standards, and it will submit documentation of annual renewals of applicable licenses/certifications at whatever point they are renewed during the contract year.

The organization will not let subcontracts without prior approval from the contracting Division.

The organization will attempt to obtain all supplies and materials at the lowest practicable cost and to contain its total cost where possible by competitive bidding whenever feasible.

The organization will, upon signature of the contract, provide written assurance to the Department from its corporate counsel that the organization is qualified to do business in Delaware.



The organization agrees to comply with all requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Federal Equal Employment Opportunity and Non-Discrimination regulations, and any other federal, state, or local anti-discriminatory act, law, statute, regulation, or policy along with all amendments and revisions of these laws, in the performance of the contract. It will not discriminate against any bidder or employee or service recipient because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other discriminatory basis or criteria.

The organization shall comply with: the Uniform Alcoholism and Intoxication Treatment Act (16 Del.C., Chapter 22 as amended; Licensing of Drug Abuse Prevention, Control, Treatment, and Education Programs (16 Del.C., Chapter 48 as amended); Drug Free Work Place Act of 1988.

The organization shall comply, when applicable, with the Methadone Regulations (21 CFR, Part III), which prohibit use of methadone for children and youth.

The organization will establish a system through which clients receiving the service under contract may present grievances. Clients will be advised of their appeal rights by the organization.

The organization agrees that it is operating as an independent contractor and as such, it agrees to save and hold harmless the State from any liability which may arise as a result of the organization's negligence.

The organization will abide by the policies and procedures of the Department and will comply with all of the terms, conditions, and requirements as set forth in the contract. The organization understands that failure to comply with any of the terms, conditions, and provisions of the contract may result in delay, reduction, or denial of payment or in sanctions against the organization. The organization also understands that penalties may be imposed for failure to observe the terms of Section 1909, Title XIX of the Social Security Act.

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Name of Organization's Authorized Administrator

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Signature of Authorized Administrator

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Date

**PLEASE SIGN THIS FORM AND SUBMIT WITH THE PROPOSAL**

**CERTIFICATION, REPRESENTATION, AND ACKNOWLEDGEMENTS**

By signing below, bidder certifies that:

- They are an established vendor in the services being procured
- They have the ability to fulfill all requirements specified for development within this RFP
- They have neither directly nor indirectly entered into an agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal
- They are accurately representing their type of business and affiliations
- They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency

The following conditions are understood and agreed to:

- No charges, other than those negotiated into a final contract are to be levied upon the State as a result of a contract.
- The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Name of Organization's Authorized Administrator

\_\_\_\_\_  
Signature of Authorized Administrator

\_\_\_\_\_  
Date

**PLEASE COMPLETE AND SUBMIT WITH THE PROPOSAL**

RFP No. CYF 16-01

RFP Title: CYF 16-01 Evidence-Based Substance Abuse Prevention Program

Bidder Name:	
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**EMPLOYING DELAWAREANS REPORT**

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1.	Number of employees reasonable anticipated to be employed on the project:	
2.	Number and percentage of such employees who are bona fide legal residents of Delaware:	
3.	Percentage of such employees who are bona fide legal residents of Delaware:	
4.	Total number of employees of the bidder:	
5.	Total percentage of employees who are bona fide resident of Delaware:	
If subcontractors are to be used:		
1.	Number of employees who are residents of Delaware:	
2.	Percentage of employees who are residents of Delaware:	

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.